

NON-RECOURSE PROMISSORY NOTE

\$15,000,000.00 (U.S. Dollars)

_____, 2000

FOR VALUE RECEIVED, KANSAS STATEWIDE PROJECTS DEVELOPMENT CORPORATION, created under authority of Kansas Statutes Annotated, Section 74-904(v), as amended, or its designated assignee, whose address for notice purposes is Jayhawk Tower, Suite 1000, Southwest Jackson, Topeka, KS 66603761 (hereinafter referred to as "Maker"), promises to pay to the **UNITED STATES OF AMERICA**, by and through the GENERAL SERVICES ADMINISTRATION, acting by and through the Administrator of General Services under and pursuant to authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, 40 U.S.C. §471, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, (hereinafter referred to as "**Holder**"), the principal sum of Fifteen Million Dollars (\$15,000,000), with interest thereon computed per annum on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in Federal Reserve Statistical Release H.15 plus 1-1/2% rounded to the nearest one eighth percent (1/8%) from the date of execution of this Note until **April 1, 2003**, the date becomes fully due and payable (the "Maturity Date").

In any and all events, unless sooner called for payment as provided herein, the entire principal balance remaining unpaid, with interest as aforesaid, plus all other charges due hereunder shall be due and payable on the Maturity Date.

Repayment of this Note is secured a Real Estate Mortgage (hereinafter referred to as the "Mortgage") of even date herewith from **Maker** to the **Holder**, encumbering certain real estate located in Johnson County, Kansas, (the "Property") more particularly described in the Mortgage.

It is expressly understood and agreed that Maker, or any party claiming under Maker, is strictly prohibited from prepaying the Note either in whole or in part prior to the Maturity Date.

It is further expressly agreed by both **Holder** and **Maker** that time is of the essence hereof, and should any default be made in the payment of principal, accrued interest, and/or any other payment called for in this Note or the Mortgage on any date on which the same shall fall due, or if default be made in the performance of any of the terms, agreements or covenants contained in this Note or the Mortgage, or in the event the right to foreclose the Mortgage shall otherwise accrue to the **Holder**, then, at the option of **Holder**, the **Holder** may declare the entire unpaid balance of said principal sum and all accrued interest and other sums due from **Maker** hereunder or under the provisions of the Mortgage to be immediately due and payable, without notice, notice hereby being expressly waived, and/or pursue any and all rights and remedies under this Note and the Mortgage, at law or in equity, **IN REM ONLY**. Notwithstanding the foregoing and pursuant to the agreements, terms and conditions hereinafter set forth in this paragraph, **Holder** recognizes **Maker's** right to cure only upon the following events of default: (1) any default relating to the performance of any of the terms, agreements or covenants contained in Mortgage or, (2) in the event the

right to foreclose the Mortgage shall otherwise accrue to the **Holder**. This right to cure by Holder shall not apply to any default made in the payment of principal due at the Maturity Date, accrued interest, and/or any other payment called for in this Note and/or the Mortgage. As a condition to the **Holder's** right to accelerate the principal sum due hereunder due to **Maker's** default hereunder, **Holder** shall give written notice to **Maker** specifying such default and **Maker** shall be granted thirty (30) days after the date of said notice to cure such default. If such default is not capable of being cured within said time period but is capable of being cured, **Maker** has substantially commenced to cure said default and **Maker** diligently pursues cure, **Maker** shall be granted an additional period of sixty (60) days to so cure said default.

The remedies of the **Holder** as provided in this Note and the Mortgage, shall be cumulative and concurrent.

Maker waives presentment for payment, demand, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and agrees that **Maker's** **IN REM** liability shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by the **Holder**, and **Maker** consents to any and all extensions of time, renewals, waivers or modifications that may be granted by the **Holder** with respect to the payment or other provisions of this Note and the Mortgage and agrees that additional makers or guarantors may become parties hereto without notice to the **Maker** or affecting **Maker's** **IN REM** liability hereunder.

The **Holder** shall not by any act of omission or commission be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by the **Holder** hereof, and then only to the extent specifically set forth therein; a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

In the event one or more of the provisions contained in this Note shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of **Holder**, not affect any other provision of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

This Note and the rights and obligations of **Maker** shall be construed in accordance with and be governed by the laws of the State of Kansas without giving effect to the conflict of law principles thereof. Any legal action or proceeding with respect to this Note may be brought in the courts of the State of Kansas or all appropriate courts of Federal jurisdiction, and, by execution and delivery of this Note, the **Maker** hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. **Maker** hereby irrevocably waives, in connection with any such action or proceeding, any objection, including without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

Maker irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to **Maker**.

Nothing herein shall affect the right of the **Holder** to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against **Maker** in any other jurisdiction, subject in each instance to the provisions hereof with respect to rights and remedies.

Notwithstanding any other provisions to the contrary herein contained, **Maker** shall have no personal liability for payment of this Note or any other sums due hereunder or under the Mortgage or any Security Document, nor with respect to any covenant or obligation contained herein or in the Mortgage or any Security Document. In the event of a default under this Note, the Mortgage or any Security Document, **Holder's** sole recourse shall be against the Premises and/or other security held by **Holder**.

IN WITNESS WHEREOF, the undersigned has caused this Note to be properly executed as of the day and year first above written.

**KANSAS STATEWIDE PROJECTS DEVELOPMENT
CORPORATION**

By: _____
Name: _____
Title: _____

(seal and acknowledgement)